

Exhibit 2

(Filed Under Seal)

In the Matter Of:

FAIR ISAAC CORPORATION

vs

FEDERAL INSURANCE COMPANYT, ET AL.

TAMRA PAWLOSKI

January 18, 2019

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TAMRA PAWLOSKI - 01/18/2019

1 UNITED STATES DISTRICT COURT

2 DISTRICT OF MINNESOTA

3 -----x

4 FAIR ISAAC CORPORATION, a Delaware
corporation,

5 Plaintiff,

6 Case No. 16-cv-1054

7 v.

8 FEDERAL INSURANCE COMPANY, an
Indiana corporation, and ACE

9 AMERICAN INSURANCE COMPANY, a
Pennsylvania corporation,

10 Defendants.

11 -----x

12 8:30 a.m.
January 18, 2019

13 767 Third Avenue
14 New York, New York

15 * CONFIDENTIAL *

16 DEPOSITION of TAMRA PAWLOSKI, a Plaintiff

17 in the above entitled matter, pursuant to Notice,

18 before Stephen J. Moore, a Registered Professional

19 Reporter, Certified Realtime Reporter and Notary

20 Public of the State of New York.

21

22 Job No. MP-204293

CONFIDENTIAL
TAMRA PAWLOSKI - 01/18/2019

Pages 2..5

Page 2				Page 4			
1	A P P E A R A N C E S:			1	252	E-mail with attachments STRAUSS	129 14
2				2			
3	MERCHANT & GOULD, P.C.			3	253	E-mail	154 10
4	Attorneys for Plaintiff			4			
5	3200 IDS Center			5	254	E-mail	158 8
6	80 South Eighth Street			6			
7	Minneapolis, Minnesota 55402-2215			7	255	E-mail	160 12
8				8			
9	BY: HEATHER KLIEBENSTEIN, ESQ.			9	256	E-mail	163 19
10				10			
11	FREDRIKSON & BYRON, P.A.			11	257	Letter from Mike Sawyer to	168 12
12	Attorneys for Defendants			12		Tamra Pawlowski	
13	200 South Sixth Street			13			
14	Minneapolis, Minnesota 55402-1425			14	258	E-mail	174 8
15				15			
16	BY: TERRENCE J. FLEMING, ESQ.			16	259	Letter (attachment to Exhibit	174 8
17	tfleming@fredlaw.com			17		258)	
18				18			
19	ALSO PRESENT:			19	260	E-mail	182 5
20	JAMES WOODWARD, ESQ.			20			
21	FICO			21	261	E-mail with attachments	185 5
22				22			
Page 3				Page 5			
1	EXAMINATION BY	PAGE		1	262	E-mail with attachments	194 8
2	MS. KLIEBENSTEIN	7		2			
3	MR. FLEMING	233		3	263	E-mail	196 9
4	MS. KLIEBENSTEIN - Continued	236		4			
5	E X H I B I T S			5	264	E-mail	202 1
6	237 E-mail with attachment	31 3		6			
7	238 E-mail dated June 26, 2013	40 11		7	265	E-mail	203 9
8	239 E-mail and attachment	44 15		8			
9	241 E-mail	48 14		9	266	E-mail with attachment	205 16
10	240 E-mail	50 9		10			
11	242 E-mail	52 9		11	267	E-mail	208 13
12	243 E-mail string from 2008	59 13		12			
13	244 E-mail	60 19		13	268	E-mail	215 7
14	245 E-mail dated February 7, 2011,	74 12		14			
15	246 E-mail	78 10		15	269	E-mail	220 9
16	247 E-mail string	88 5		16			
17	248 E-mail and attachment	100 13		17	270	E-mail	222 5
18	249 Calendar notice and attachments	111 19		18			
19	250 Email	120 9		19			
20	251 E-mail with attachment	124 6		20			
21				21			
22				22			

CONFIDENTIAL
TAMRA PAWLOSKI - 01/18/2019

Pages 6..9

<p style="text-align: right;">Page 6</p> <p>1 THE VIDEOGRAPHER: This is the</p> <p>2 start of media labeled number 1 of the</p> <p>3 video recorded deposition of Tamra</p> <p>4 Pawloski in the matter Fair Isaac</p> <p>5 Corporation versus Federal Insurance</p> <p>6 Company and ACE American Insurance</p> <p>7 Company in the United States District</p> <p>8 Court, District of Minnesota.</p> <p>9 Today is January 18, 2019, the time</p> <p>10 is 8:43 a.m., and we are located at 767</p> <p>11 Third Avenue, New York, New York.</p> <p>12 My name is Rodolfo Duran. I am the</p> <p>13 legal video specialist, the court reporter</p> <p>14 is Stephen Moore, and we are both in</p> <p>15 association with Epiq.</p> <p>16 Will counsel please introduce</p> <p>17 themselves.</p> <p>18 MS. KLIEBENSTEIN: Heather</p> <p>19 Kliebenstein from Merchant & Gould on</p> <p>20 behalf of the Plaintiff, and with me is</p> <p>21 Jim Woodward of FICO.</p> <p>22 MR. FLEMING: Terry Fleming of</p>	<p style="text-align: right;">Page 8</p> <p>1 What I'll be doing is asking you</p> <p>2 questions throughout the day and you'll be</p> <p>3 answering.</p> <p>4 If there is anything that you</p> <p>5 don't understand, feel free to ask me to</p> <p>6 clarify.</p> <p>7 Your counsel may object from</p> <p>8 time to time, and unless he instructs you not</p> <p>9 to answer, you are to go ahead and answer.</p> <p>10 The court reporter does best</p> <p>11 when we don't talk over each other, when we</p> <p>12 talk one at a time, and when we give verbal</p> <p>13 answers instead of nonverbal cues, such as head</p> <p>14 nods and the like.</p> <p>15 Do you have any questions before</p> <p>16 we start?</p> <p>17 A No.</p> <p>18 Q All right, here we go.</p> <p>19 Ms. Pawloski, where do you work</p> <p>20 today?</p> <p>21 A I work for AIG.</p> <p>22 Q What do you do for AIG?</p>
<p style="text-align: right;">Page 7</p> <p>1 the Frederikson & Byron firm</p> <p>2 representing Defendants.</p> <p>3 THE VIDEOGRAPHER: Will the court</p> <p>4 reporter please swear in the witness.</p> <p>5</p> <p>6 T A M R A P A W L O S K I, called as</p> <p>7 a witness, having been first duly sworn by</p> <p>8 the Notary Public, was examined and</p> <p>9 testified as follows:</p> <p>10</p> <p>11 EXAMINATION BY</p> <p>12 MS. KLIEBENSTEIN:</p> <p>13</p> <p>14 Q Good morning, Ms. Pawloski.</p> <p>15 A Good morning.</p> <p>16 Q Have you ever been deposed</p> <p>17 before?</p> <p>18 A Yes.</p> <p>19 Q How many times?</p> <p>20 A Just once.</p> <p>21 Q So, you've been through this</p> <p>22 before.</p>	<p style="text-align: right;">Page 9</p> <p>1 A I am their IT asset manager.</p> <p>2 Q How long have you been the IT</p> <p>3 asset manager of AIG?</p> <p>4 A Ten months.</p> <p>5 Q What are your job duties as the</p> <p>6 IT manager at AIG?</p> <p>7 A So, I have global responsibility</p> <p>8 for all IT, software and hardware assets.</p> <p>9 Q Global responsibility for what?</p> <p>10 What about the hardware and IT assets?</p> <p>11 A Tracking and monitoring.</p> <p>12 Q Does that work involve dealing</p> <p>13 with vendors?</p> <p>14 A Yes.</p> <p>15 Q In what way?</p> <p>16 A Understanding their</p> <p>17 entitlements, working with them in case -- in</p> <p>18 case of a compliance, doing negotiations with</p> <p>19 them, et cetera.</p> <p>20 Q You used the word entitlement,</p> <p>21 what did you mean by that?</p> <p>22 A So, in a contract there are</p>

CONFIDENTIAL
TAMRA PAWLOSKI - 01/18/2019

Pages 86..89

<p style="text-align: right;">Page 86</p> <p>1 Q And that -- what was that</p> <p>2 example, what was the name of that?</p> <p>3 A Metastorm, it was a workflow</p> <p>4 tool.</p> <p>5 Q Was there any rule of thumb as</p> <p>6 to when -- taking Europe, for example, was</p> <p>7 there any general rule of thumb as to when the</p> <p>8 European IT group would install a software --</p> <p>9 install a piece of software on a European</p> <p>10 software versus the U.S. server?</p> <p>11 MR. FLEMING: Objection,</p> <p>12 foundation.</p> <p>13 A I'm sure there was, but I don't</p> <p>14 know it, I was not made aware of what that</p> <p>15 criteria would be.</p> <p>16 Q So you were just mentioning</p> <p>17 Metastorm?</p> <p>18 A Metastorm.</p> <p>19 Q Metastorm, and you mentioned</p> <p>20 when individuals outside the United States</p> <p>21 would use it, it would be slow and clunky?</p> <p>22 A Yes.</p>	<p style="text-align: right;">Page 88</p> <p>1 U.K.</p> <p>2 MS. KLIEBENSTEIN: I am handing</p> <p>3 you what's been marked as Exhibit 247.</p> <p>4 (The above described document was</p> <p>5 marked Exhibit 247 for identification as</p> <p>6 of this date.)</p> <p>7 Q Are you familiar with this</p> <p>8 e-mail string?</p> <p>9 A Yes.</p> <p>10 Q In the bottom Peter Davis on</p> <p>11 September 28, 2012 wrote to you, "EZ are</p> <p>12 looking at possibly using FICO Blaze Advisor</p> <p>13 for a project next year and are questioning the</p> <p>14 license we have.</p> <p>15 "I know we are unlimited</p> <p>16 enterprise use, but wanted to check with you</p> <p>17 that there are no geographic restrictions. Is</p> <p>18 our Blaze enterprise license for global use?"</p> <p>19 Do you recall answering Peter's</p> <p>20 question?</p> <p>21 A I did not, I delegated it.</p> <p>22 Q And you delegate it to whom?</p>
<p style="text-align: right;">Page 87</p> <p>1 Q Why was that?</p> <p>2 MR. FLEMING: Objection,</p> <p>3 foundation.</p> <p>4 A So from a nontechnical response,</p> <p>5 it's because you had -- it had to go across the</p> <p>6 pond, so because it wasn't direct right there,</p> <p>7 there was access bandwidth, what they called</p> <p>8 bandwidth issues.</p> <p>9 Q And why was -- was Metastorm</p> <p>10 only -- was Metastorm only installed in the</p> <p>11 United States.</p> <p>12 I'm sorry, that was a bad</p> <p>13 question, was the Metastorm software tool only</p> <p>14 installed on a United States server?</p> <p>15 MR. FLEMING: Objection,</p> <p>16 foundation.</p> <p>17 A Initially, yes, and then we</p> <p>18 expanded it.</p> <p>19 Q And you expanded it in what way?</p> <p>20 A I believe that they -- so they</p> <p>21 went to the U.K. and actually because of the</p> <p>22 fact that it was slow, we did put it in the</p>	<p style="text-align: right;">Page 89</p> <p>1 A Bob Schmidt.</p> <p>2 Q Who is that?</p> <p>3 A He was one of my team members</p> <p>4 who is now responsible for software.</p> <p>5 Q Do you know if Bob Schmidt</p> <p>6 responded to his question?</p> <p>7 A I would hope he did. I would</p> <p>8 hope he did, I don't know.</p> <p>9 Q And I note that in Pete's e-mail</p> <p>10 he says that we are unlimited enterprise use.</p> <p>11 What did that phrase mean to</p> <p>12 you?</p> <p>13 A That we had unlimited rights,</p> <p>14 enterprise rights.</p> <p>15 Q And do you know where Peter</p> <p>16 would have gotten the information that the</p> <p>17 Blaze Advisor software license was for</p> <p>18 unlimited enterprise use?</p> <p>19 A I'm going to assume that it was</p> <p>20 based upon feedback that he had received from</p> <p>21 either myself or the contract itself.</p> <p>22 MR. FLEMING: Tamra, she's asking</p>

CONFIDENTIAL
TAMRA PAWLOSKI - 01/18/2019

Pages 90..93

<p style="text-align: right;">Page 90</p> <p>1 what you know, not your assumptions, not</p> <p>2 your guessing.</p> <p>3 THE WITNESS: Okay.</p> <p>4 A Then I don't know.</p> <p>5 Q Let's pull out 241 and 242. We</p> <p>6 will finish up this line.</p> <p>7 241 an e-mail from -- e-mail</p> <p>8 chain in June of 2008, correct?</p> <p>9 A Yes.</p> <p>10 Q And in it you stated that the</p> <p>11 current license to Blaze advisors is not</p> <p>12 worldwide, correct?</p> <p>13 A I did.</p> <p>14 Q And you also stated that the</p> <p>15 limitations were five seats used solely in</p> <p>16 conjunction with the named application,</p> <p>17 correct?</p> <p>18 MR. FLEMING: This has been asked</p> <p>19 and answered. I object on that basis.</p> <p>20 A Yes.</p> <p>21 Q Am I understanding you correct</p> <p>22 that after you sent this e-mail, Mark</p>	<p style="text-align: right;">Page 92</p> <p>1 Q And that was the amendment that</p> <p>2 was e-mailed to you?</p> <p>3 A Correct.</p> <p>4 Q Did you review the amendment at</p> <p>5 that time?</p> <p>6 A I did.</p> <p>7 Q After reviewing that amendment,</p> <p>8 did your opinion on the scope of the license</p> <p>9 change?</p> <p>10 A Yes.</p> <p>11 Q In what way?</p> <p>12 A In reading this summary alone it</p> <p>13 states that from Jim Black, who actually did</p> <p>14 the negotiation of the contract, that it was a</p> <p>15 minimum two upgrades CSI divisional license to</p> <p>16 a worldwide enterprise license, and then if you</p> <p>17 go through to the actual amendment itself, it</p> <p>18 actually states under scope and quantity, on</p> <p>19 page 1 of 3 of amendment number 2, the</p> <p>20 enterprise-wide.</p> <p>21 Q Can you point me to where you</p> <p>22 were looking at?</p>
<p style="text-align: right;">Page 91</p> <p>1 Bartholemew --</p> <p>2 A Berthume.</p> <p>3 Q -- Berthume, reached out to</p> <p>4 you?</p> <p>5 A Yes.</p> <p>6 MR. FLEMING: Objection, asked</p> <p>7 and answered. You've asked these</p> <p>8 identical questions.</p> <p>9 Q And can you tell me when that</p> <p>10 phone call occurred?</p> <p>11 A I can't tell you exactly when.</p> <p>12 Q Was it months after this e-mail,</p> <p>13 years?</p> <p>14 A Days, days.</p> <p>15 Q What did Mark say to you?</p> <p>16 MR. FLEMING: Objection, that's</p> <p>17 been asked and answered.</p> <p>18 A Mark stated that we had an</p> <p>19 amendment and then sent me the amendment.</p> <p>20 Q And is that amendment an</p> <p>21 attachment to Exhibit 242?</p> <p>22 A It is.</p>	<p style="text-align: right;">Page 93</p> <p>1 A Right here.</p> <p>2 Q Looking in the table?</p> <p>3 A Yes, in the table.</p> <p>4 Q Under where it says, "scope,</p> <p>5 quantity?"</p> <p>6 A Yes, section 1.</p> <p>7 Q And so enterprise-wide, to you</p> <p>8 meant that Blaze Advisor could be used globally</p> <p>9 by anyone, correct?</p> <p>10 MR. FLEMING: Objection, same</p> <p>11 question has been asked and answered.</p> <p>12 A Yes.</p> <p>13 Q The word anyone, who would that</p> <p>14 include?</p> <p>15 A The corporation, so the use</p> <p>16 within the corporation.</p> <p>17 Q The corporation being whom?</p> <p>18 A All of the employees.</p> <p>19 Q All of the employees of whom?</p> <p>20 A Chubb & Son, a division of</p> <p>21 Federal.</p> <p>22 Q All of the employees of Chubb &</p>

CONFIDENTIAL
TAMRA PAWLOSKI - 01/18/2019

Pages 94..97

<p style="text-align: right;">Page 94</p> <p>1 Son, a division of Federal?</p> <p>2 A Wasn't there a -- is this the</p> <p>3 full amendment number 2?</p> <p>4 Because it's one of an -- I see</p> <p>5 3 of 3, I don't have 2 of 3 in my copy.</p> <p>6 MR. FLEMING: I think the pages</p> <p>7 are mispaginated.</p> <p>8 THE WITNESS: Are they?</p> <p>9 Q They are there, it starts with</p> <p>10 2, 1 and 3.</p> <p>11 A Oh, okay.</p> <p>12 A And then it also says the</p> <p>13 affiliates, right, "Affiliates shall mean any</p> <p>14 entity directly or indirectly controlled by</p> <p>15 client, control means the ownership of more</p> <p>16 than 50 percent."</p> <p>17 That's traditionally in all of</p> <p>18 our contracts, so that's why I couldn't find it</p> <p>19 before.</p> <p>20 Q And the client was Chubb & Son,</p> <p>21 a division of Federal, correct?</p> <p>22 A Yes.</p>	<p style="text-align: right;">Page 96</p> <p>1 license was enterprise-wide with no</p> <p>2 restrictions?</p> <p>3 A He negotiated the deal.</p> <p>4 Q So his information didn't come</p> <p>5 from Chubb's legal department?</p> <p>6 A No.</p> <p>7 Q When you were talking with Mark,</p> <p>8 was your conversation limited to the topic of</p> <p>9 use of the software?</p> <p>10 A It was around the negotiations.</p> <p>11 Q Did you discuss at all the</p> <p>12 issue -- well, let me phrase it again a</p> <p>13 different way.</p> <p>14 Your conversation with Mark was</p> <p>15 about the use of the software, not the physical</p> <p>16 location of the software, correct?</p> <p>17 A Correct.</p> <p>18 Q And did you talk with Mark at</p> <p>19 all in that phone conversation about any</p> <p>20 restrictions about the physical location of</p> <p>21 the --</p> <p>22 MS. KLIEBENSTEIN: I apologize,</p>
<p style="text-align: right;">Page 95</p> <p>1 Q Who were the affiliates of Chubb</p> <p>2 & Son?</p> <p>3 A All of the other entities that</p> <p>4 sat underneath Chubb & Son, a division of</p> <p>5 Federal, I'm not exactly sure what all -- who</p> <p>6 all of them were.</p> <p>7 Q A corporate org chart would tell</p> <p>8 us who the affiliates of Chubb & Sons were?</p> <p>9 A I believe so; yes.</p> <p>10 Q Now, at this time when you</p> <p>11 reviewed this second amendment after the call</p> <p>12 with Mark, did you also go look at the original</p> <p>13 license in conjunction with the amendment?</p> <p>14 A No.</p> <p>15 Q And why not?</p> <p>16 A Because Mark was pretty clear</p> <p>17 that there was an enterprise-wide contract.</p> <p>18 Q What was Mark's position again?</p> <p>19 A He was CIO of our Chubb</p> <p>20 specialty insurance.</p> <p>21 Q Did Mark tell you where he had</p> <p>22 gotten the information that the Blaze Advisor</p>	<p style="text-align: right;">Page 97</p> <p>1 scratch that.</p> <p>2 Q In your conversation with Mark,</p> <p>3 did you talk at all about the installation and</p> <p>4 physical location of Blaze Advisor as opposed</p> <p>5 to the use?</p> <p>6 A No, it was just -- it was an</p> <p>7 enterprise-wide license.</p> <p>8 Q Did you have any role in the</p> <p>9 process of merging ACE and Chubb?</p> <p>10 MR. FLEMING: You are talking</p> <p>11 about negotiating that transaction?</p> <p>12 A Yeah, I'm sorry, I don't know</p> <p>13 what you're asking.</p> <p>14 Q Well, I can skip to the more --</p> <p>15 what I'm looking for is just a general</p> <p>16 understanding of your role in the process of</p> <p>17 merging ACE and Chubb.</p> <p>18 That can be negotiation of a</p> <p>19 part, something else, you tell me?</p> <p>20 MR. FLEMING: You are beginning a</p> <p>21 few topic, after these questions can we</p> <p>22 take a five minute break?</p>

CONFIDENTIAL
TAMRA PAWLOSKI - 01/18/2019

Pages 138..141

<p style="text-align: right;">Page 138</p> <p>1 North America -- North American contract.</p> <p>2 I don't know the difference</p> <p>3 between what or his intent of this, because</p> <p>4 there was really their priority list on what</p> <p>5 they were going to do.</p> <p>6 Q So, the column enterprise/region</p> <p>7 you believe could refer to where the vendor</p> <p>8 contract was executed?</p> <p>9 Is that, am I understanding that</p> <p>10 correctly?</p> <p>11 A No, it would be who the</p> <p>12 individual was who was going to be working it.</p> <p>13 Was it the global person, was it</p> <p>14 the North America person, was it the European</p> <p>15 person or was it the Asia Pac contracts</p> <p>16 manager.</p> <p>17 Q So you had contract managers</p> <p>18 with each region and a global contracts</p> <p>19 manager?</p> <p>20 A That was Dennis, yes.</p> <p>21 Q All right, I think -- actually</p> <p>22 one more question on this.</p>	<p style="text-align: right;">Page 140</p> <p>1 foundation.</p> <p>2 A I'm sorry, where do you mean why</p> <p>3 it's not listed?</p> <p>4 Q In row 4, under the column type</p> <p>5 of document, it says MSA, it doesn't say</p> <p>6 license agreement.</p> <p>7 A I think I'm looking at the wrong</p> <p>8 tab. I'm looking at -- I'm in -- hold on. I'm</p> <p>9 in the wrong section, I'm in tab 1. I'm sorry.</p> <p>10 MR. FLEMING: My objection is</p> <p>11 lack of foundation.</p> <p>12 A Okay, I found it.</p> <p>13 No, I didn't. This is tab 1,</p> <p>14 right? Am I missing something?</p> <p>15 Q I will hand you this one, if you</p> <p>16 want to just look at this one.</p> <p>17 A I have to look at tab 2, okay.</p> <p>18 Q So --</p> <p>19 A Oh, this is the one I did have</p> <p>20 out, right?</p> <p>21 So tab 2, North American</p> <p>22 consolidation, okay. So if you go down to the</p>
<p style="text-align: right;">Page 139</p> <p>1 Keep on the second tab and go to</p> <p>2 the page that mentions Fair Isaac. I will see</p> <p>3 if I can find it, too.</p> <p>4 Let me know when you are there.</p> <p>5 A I am here.</p> <p>6 MR. FLEMING: Under tab 2?</p> <p>7 MS. KLIEBENSTEIN: That's</p> <p>8 correct.</p> <p>9 Q It starts, the mention of Fair</p> <p>10 Isaac starts four rows down, correct?</p> <p>11 A Yes.</p> <p>12 Q And in the column under type of</p> <p>13 document it says MSA. Do you see that?</p> <p>14 A Yes.</p> <p>15 Q What does MSA refer to, if you</p> <p>16 know?</p> <p>17 A Master services agreement, and</p> <p>18 master software agreement, they use that</p> <p>19 interchangeably.</p> <p>20 Q Why is the license not listed</p> <p>21 there instead?</p> <p>22 MR. FLEMING: Objection,</p>	<p style="text-align: right;">Page 141</p> <p>1 top line, correct, but if you go down four from</p> <p>2 that, right, in that same column it says Blaze</p> <p>3 Advisor software MSA.</p> <p>4 So, I'm sorry, that's why it</p> <p>5 confused me.</p> <p>6 Q And my question was MSA refers</p> <p>7 to the master services agreement, correct?</p> <p>8 A I said master services or master</p> <p>9 software agreement, both.</p> <p>10 Q So the master software agreement</p> <p>11 could be the license agreement?</p> <p>12 A It could be, absolutely. In the</p> <p>13 system it just said, you only had one</p> <p>14 allocation for it.</p> <p>15 MS. KLIEBENSTEIN: I think that</p> <p>16 we can break for lunch.</p> <p>17 THE VIDEOGRAPHER: The time is</p> <p>18 12:12 p.m. We are going off the record.</p> <p>19 (At this point in the proceedings</p> <p>20 there was a luncheon recess, after which</p> <p>21 the deposition continued as follows:)</p> <p>22 THE VIDEOGRAPHER: This is the</p>

CONFIDENTIAL
TAMRA PAWLOSKI - 01/18/2019

Pages 142..145

<p style="text-align: right;">Page 142</p> <p>1 start of media labeled number 4. The</p> <p>2 time is now 1:06 p.m. and we are back on</p> <p>3 the record.</p> <p>4</p> <p>5 CONTINUED EXAMINATION BY</p> <p>6 MS. KLIEBENSTEIN:</p> <p>7</p> <p>8 Q Good afternoon, Ms. Pawloski.</p> <p>9 I presume you are familiar with</p> <p>10 the lawsuit that we are here over today,</p> <p>11 correct?</p> <p>12 A I am.</p> <p>13 Q And it's my understanding that</p> <p>14 the parties tried to negotiate to work out</p> <p>15 their disagreements starting in the beginning</p> <p>16 of 2016.</p> <p>17 Does that sound about right to</p> <p>18 you?</p> <p>19 A That's right.</p> <p>20 Q What was your role in those</p> <p>21 discussions?</p> <p>22 A I had the initial discussions</p>	<p style="text-align: right;">Page 144</p> <p>1 One is we had a request for</p> <p>2 additional product, and the other request was</p> <p>3 that we were not within our license rights from</p> <p>4 FICO.</p> <p>5 Q And with respect to the issue</p> <p>6 that Chubb was not within its license rights,</p> <p>7 are you referring to the license granted in</p> <p>8 Exhibit 240 and its addendums?</p> <p>9 A Correct.</p> <p>10 Q Did you have any discussion</p> <p>11 about the scope of that license with anyone</p> <p>12 from FICO?</p> <p>13 A Yes.</p> <p>14 MR. FLEMING: Okay, go ahead.</p> <p>15 Q In those discussions with FICO,</p> <p>16 did you ever say -- did you ever provide them</p> <p>17 your position on whether or not Chubb was</p> <p>18 within its license rights?</p> <p>19 A I don't recall giving a</p> <p>20 position.</p> <p>21 I know we talked about what the</p> <p>22 contract stated, and even had the agreement</p>
<p style="text-align: right;">Page 143</p> <p>1 with the sales team from FICO, as well as</p> <p>2 follow-up role with my senior leadership</p> <p>3 throughout the discussions in what I'll call</p> <p>4 negotiations.</p> <p>5 Q And going back to that, I'm</p> <p>6 sorry, when did those discussions that you were</p> <p>7 having with FICO start?</p> <p>8 A I want to say March of 2016, but</p> <p>9 I can't remember the exact -- it was the</p> <p>10 beginning of 2016.</p> <p>11 Q And what was your understanding</p> <p>12 of the problem at a basic level?</p> <p>13 A At first I wasn't quite sure,</p> <p>14 but then --</p> <p>15 MR. FLEMING: I'm going to object</p> <p>16 to the extent that your answer requires</p> <p>17 you to discuss any attorney-client</p> <p>18 communications, and to that extent you</p> <p>19 should not respond.</p> <p>20 A So my recollection was that FICO</p> <p>21 was looking to increase our usage, so we had</p> <p>22 two things going on.</p>	<p style="text-align: right;">Page 145</p> <p>1 out.</p> <p>2 Q The issue with respect to the</p> <p>3 license rights, again thinking about your</p> <p>4 conversations with FICO, the issue was the</p> <p>5 problem was triggered by the merger between ACE</p> <p>6 and Chubb, isn't that right?</p> <p>7 A That's right.</p> <p>8 Q What was your understanding of</p> <p>9 FICO's position about compliance with license</p> <p>10 rights after the merger?</p> <p>11 MR. FLEMING: Just to be clear,</p> <p>12 you're asking based on what she heard</p> <p>13 from FICO?</p> <p>14 MS. KLIEBENSTEIN: Exactly.</p> <p>15 A So, what my understanding from</p> <p>16 FICO was, that because of the merger, ACE now</p> <p>17 could use the license and so therefore we</p> <p>18 should pay for that.</p> <p>19 Q Would you pull up Exhibit 240.</p> <p>20 Is this the contract that you</p> <p>21 walked through with the FICO people?</p> <p>22 A And 241, or 242, I'm sorry.</p>

CONFIDENTIAL
TAMRA PAWLOSKI - 01/18/2019

Pages 146..149

<p style="text-align: right;">Page 146</p> <p>1 Q Did you talk with the FICO</p> <p>2 people during one conversation or many</p> <p>3 conversations about the contract terms?</p> <p>4 A It was a few, it was a couple,</p> <p>5 actually, yeah.</p> <p>6 Q Let's turn to section 10.8 of</p> <p>7 Exhibit 240.</p> <p>8 Was this one of the sections</p> <p>9 that you discussed with the FICO people?</p> <p>10 A This was one of the sections</p> <p>11 that the FICO people did look at and asked us</p> <p>12 to review, yes.</p> <p>13 Q Did you understand the FICO</p> <p>14 position to be that because a merger had</p> <p>15 happened, there was a change of control at the</p> <p>16 "client"?</p> <p>17 A That was their position.</p> <p>18 Q And what was your response to</p> <p>19 that position in those FICO meetings?</p> <p>20 A At that point we were discussing</p> <p>21 utilization. We didn't -- I didn't touch that,</p> <p>22 that's a legal term, so I was more on the</p>	<p style="text-align: right;">Page 148</p> <p>1 there, so this went to legal.</p> <p>2 Q Do you have any -- do you know</p> <p>3 of any documents that would show the GSS group</p> <p>4 read Exhibit 240, and in particular, section</p> <p>5 10.8?</p> <p>6 A Not that I can recall.</p> <p>7 Q Would there be any mention of</p> <p>8 this agreement on a spreadsheet that GSS</p> <p>9 maintained?</p> <p>10 A Yes, there were several mentions</p> <p>11 of it, even on some of the spreadsheets that we</p> <p>12 looked at, right?</p> <p>13 MR. FLEMING: You are referencing</p> <p>14 the spreadsheets you looked at today?</p> <p>15 THE WITNESS: Today, yes.</p> <p>16 Q Could you identify one of those</p> <p>17 for me?</p> <p>18 A Sure. So, 248 had --</p> <p>19 Q 248 had what?</p> <p>20 A Had FICO's name in it.</p> <p>21 Q Correct, but does 248 show that</p> <p>22 the GSS group read section 10.8 of Exhibit 240?</p>
<p style="text-align: right;">Page 147</p> <p>1 business side for the business requirements.</p> <p>2 I didn't touch the assignment,</p> <p>3 control, any of that. So we were talking about</p> <p>4 the use of the license from a compliance</p> <p>5 perspective.</p> <p>6 Q So your position is that you</p> <p>7 personally did not have any conversations with</p> <p>8 FICO personnel about whether a change of</p> <p>9 control happened with the "client"?</p> <p>10 A Not -- no, not with the -- the</p> <p>11 only time that we had those discussions was</p> <p>12 with legal.</p> <p>13 Q Was that internal at the new</p> <p>14 Chubb entity with your lawyers?</p> <p>15 A Once, with the lawyers, that was</p> <p>16 correct.</p> <p>17 Q Do you know one way or the other</p> <p>18 if the GSS group reviewed section 10.8 in their</p> <p>19 work reviewing contracts during due diligence?</p> <p>20 A Yes.</p> <p>21 Q Yes, they did review 10.8?</p> <p>22 A They knew it was -- it was in</p>	<p style="text-align: right;">Page 149</p> <p>1 A No. What I stated was that we</p> <p>2 said it was included in the contract, not that</p> <p>3 we read it, or that, just that it was there and</p> <p>4 that it was handed over and that's on this list</p> <p>5 here, that we provided to our general counsel,</p> <p>6 Maureen.</p> <p>7 Q The list in Exhibit 248 is a</p> <p>8 list --</p> <p>9 MS. KLIEBENSTEIN: Strike that.</p> <p>10 Q My understanding of Exhibit 248</p> <p>11 is that its attachment is a list of vendors who</p> <p>12 had contracts in the Novatus system, correct?</p> <p>13 A Yes.</p> <p>14 Q But then the GSS group went back</p> <p>15 and reviewed those contracts to determine which</p> <p>16 did and did not have change of control --</p> <p>17 A Yes.</p> <p>18 Q -- termination provisions,</p> <p>19 correct?</p> <p>20 A Correct.</p> <p>21 Q How do I know that GSS read this</p> <p>22 specific agreement?</p>

CONFIDENTIAL
TAMRA PAWLOSKI - 01/18/2019

Pages 174..177

<p style="text-align: right;">Page 174</p> <p>1 Q So you did have conversations 2 about the pricing methodology used by FICO, 3 just after this March 2nd letter? 4 A Correct. 5 Q I am handing you what I have 6 marked Exhibits 258 and 259. 7 (The above described documents were 8 marked Exhibits 258 and 259 for 9 identification as of this date.) 10 Q Are you familiar with these 11 documents? 12 A Yes. 13 Q So 259 is a second copy of page 14 2 of 258, because you can't really read. 15 You only got one page of 258? 16 A Yes. 17 MS. KLIEBENSTEIN: Then together 18 we have a complete document. 19 Q Looking at 258 and 259, is 20 Exhibit 259 the letter that was e-mailed to you 21 from Mike Sawyer on March 6, 2016? 22 A Yes, it was.</p>	<p style="text-align: right;">Page 176</p> <p>1 He did not provide that on the 2 phone. 3 Q Do you recall anything else that 4 was discussed in that phone call? 5 A No, I was not lead on the call. 6 Q You mentioned the name Bill 7 Harlan? 8 A Harlam. 9 Q Who was he? 10 A He was my new boss. 11 Q And your old boss was? 12 A Bill Stickle. 13 Q Bill Stickle. Did Bill Harlam 14 come from legacy ACE? 15 A Yes, he did. 16 Q What was Bill Harlam's role at 17 Chubb LTD? 18 A He was the head of vendor 19 management. 20 Q So, did the vendor management, 21 after the merger did the vendor management 22 functions of ACE and Chubb merge together as a</p>
<p style="text-align: right;">Page 175</p> <p>1 Q And this is four days after the 2 date of the letter we looked at in 257, is that 3 correct? 4 A That's correct. 5 Q So between March 2nd and March 6 6th, did you have any conversations with FICO 7 personnel about the business negotiations? 8 A Yes. 9 Q And what were those 10 conversations? 11 A Actually at this point it got 12 escalated to my leadership. 13 So Bill Harlam and myself had a 14 discussion with Bill Waid on the numbers to 15 help us understand why, we were very confused 16 as why they came in so high, so we had a phone 17 call with Bill. 18 Q What did Bill tell you, what do 19 you recall? 20 A That he was going to come back 21 and give us an explanation for how they came to 22 the numbers.</p>	<p style="text-align: right;">Page 177</p> <p>1 group? 2 A Yes. 3 Q And some people stayed and some 4 people went? 5 A That's correct. 6 Q So looking at the letter that is 7 Exhibit 259, walk me through your understanding 8 of the pricing options and the license options 9 provided by FICO to you. 10 A So the intent of this letter was 11 to show us from legacy Chubb pricing to the new 12 Chubb LTD pricing. 13 And this was the first time for 14 myself that I knew it was based upon revenue. 15 I was not aware of that prior to this. 16 So this is just -- this letter 17 now outlines what the legacy Chubb revenue was 18 in 2006 -- yeah, 2006. 19 And then what the 2016 combined 20 company revenues were, and then how Blaze 21 was -- how the equation, how FICO priced their 22 product.</p>

CONFIDENTIAL
TAMRA PAWLOSKI - 01/18/2019

Pages 178..181

<p style="text-align: right;">Page 178</p> <p>1 Q And you understood at this time</p> <p>2 that the pricing you were seeing was based on</p> <p>3 the estimated U.S. revenue of the new company,</p> <p>4 correct?</p> <p>5 A Correct.</p> <p>6 Q Not that you agreed with the</p> <p>7 pricing, just that that's what the new U.S.</p> <p>8 revenue was the basis for the pricing from</p> <p>9 FICO's perspective?</p> <p>10 A Correct.</p> <p>11 Q And Chubb rejected this offer,</p> <p>12 correct?</p> <p>13 A Yes.</p> <p>14 Q And why was that?</p> <p>15 MR. FLEMING: I'm going to object</p> <p>16 to the extent it requires disclosure of</p> <p>17 its attorney-client communications.</p> <p>18 On the basis of privilege you</p> <p>19 should not disclose those.</p> <p>20 A Can you ask your question again?</p> <p>21 Q Sure.</p> <p>22 Why did Chubb reject this offer?</p>	<p style="text-align: right;">Page 180</p> <p>1 her prior testimony, and it's multiple</p> <p>2 questions.</p> <p>3 A Can you repeat that again?</p> <p>4 Q Sure, I will try.</p> <p>5 Chubb rejected this offer in</p> <p>6 Exhibit 259, correct?</p> <p>7 A Yes.</p> <p>8 Q And the reason Chubb rejected</p> <p>9 this offer is -- well, I will ask it a</p> <p>10 different way.</p> <p>11 Was the reason Chubb rejected</p> <p>12 this offer because FICO bases its licensing</p> <p>13 figures on company revenue?</p> <p>14 A No.</p> <p>15 Q So the problem with this offer</p> <p>16 wasn't -- wasn't FICO's pricing models, it was</p> <p>17 instead the history between the parties and</p> <p>18 because Chubb thought it had already had a</p> <p>19 license, right?</p> <p>20 MR. FLEMING: Objection, multiple</p> <p>21 questions and misstates her prior</p> <p>22 testimony.</p>
<p style="text-align: right;">Page 179</p> <p>1 A Because once again, senior</p> <p>2 leadership felt that this was -- this license</p> <p>3 fee was still extremely high in comparison to</p> <p>4 the investment already made with FICO.</p> <p>5 Q Did you believe that -- well,</p> <p>6 Chubb's position in these business</p> <p>7 negotiations, it was not that -- Chubb didn't</p> <p>8 think it needed to pay a new license fee at</p> <p>9 all, did it?</p> <p>10 MR. FLEMING: I object to the</p> <p>11 extent it calls for attorney-client</p> <p>12 communications, which you should not</p> <p>13 disclose on the basis of privilege.</p> <p>14 A No, we didn't. We had a hard</p> <p>15 time with that.</p> <p>16 Q So the issue wasn't -- the</p> <p>17 problem from the business perspective from</p> <p>18 Chubb's point of view wasn't that FICO's</p> <p>19 pricing model was flawed, rather that Chubb</p> <p>20 already had a license and shouldn't be forced</p> <p>21 to pay more, correct?</p> <p>22 MR. FLEMING: I object, misstates</p>	<p style="text-align: right;">Page 181</p> <p>1 A No, there was -- we still had an</p> <p>2 issue with this pricing model.</p> <p>3 Q Chubb had a problem with the</p> <p>4 ultimate price, not necessarily the model,</p> <p>5 correct?</p> <p>6 MR. FLEMING: Objection, that's</p> <p>7 been asked and answered.</p> <p>8 A No, we had a problem with the</p> <p>9 model as well.</p> <p>10 Q Can you tell me what the problem</p> <p>11 with the model was?</p> <p>12 MR. FLEMING: I object to the</p> <p>13 extent it calls for attorney-client</p> <p>14 privileged communications.</p> <p>15 A If you take a look at the global</p> <p>16 revenue, it's \$14 billion at an estimate of \$11</p> <p>17 billion for \$2.4 million.</p> <p>18 In 2016 it was 20, but yet we</p> <p>19 were asked to pay double if not triple what we</p> <p>20 were paying from when we originally purchased.</p> <p>21 So, the calculation of how they</p> <p>22 came to 20, that was not disclosed, just that</p>

CONFIDENTIAL
TAMRA PAWLOSKI - 01/18/2019

Pages 202..205

<p style="text-align: right;">Page 202</p> <p>1 marked Exhibit 264 for identification, as</p> <p>2 of this date.)</p> <p>3 Q Do you recognize this e-mail?</p> <p>4 A Yes.</p> <p>5 Q This e-mail mentions that you</p> <p>6 need to be at a meeting with MarketStance,</p> <p>7 "who, like FICO is claiming because we are</p> <p>8 bigger we need to pay them more."</p> <p>9 Do you recall, is that true?</p> <p>10 A No, in the end we actually -- it</p> <p>11 was my interpretation of what they were asking</p> <p>12 for, but it was not the correct interpretation.</p> <p>13 Q What was MarketStance asking you</p> <p>14 for?</p> <p>15 A We were expanding our platform</p> <p>16 for what we do with MarketStance from a</p> <p>17 marketing perspective, and so we were actually</p> <p>18 making the request.</p> <p>19 Q Was it your understanding that</p> <p>20 the dispute with FICO in 2016 from Chubb's</p> <p>21 point of view was that FICO was saying that</p> <p>22 because Chubb was bigger, Chubb needed to pay</p>	<p style="text-align: right;">Page 204</p> <p>1 A I don't recall exactly what was</p> <p>2 discussed, I just know it was a very short</p> <p>3 meeting.</p> <p>4 Q Why does that stand out in your</p> <p>5 mind, that it was a short meeting?</p> <p>6 A Because Bill Harlam</p> <p>7 traditionally didn't have short meetings.</p> <p>8 Q And so why was this meeting</p> <p>9 short?</p> <p>10 A Because it was very succinct,</p> <p>11 the conversation, and to the point, and so</p> <p>12 there was not a lot to be discussed.</p> <p>13 Q I see in the third paragraph of</p> <p>14 that Bill Waid had secured from FICO's CEO a 60</p> <p>15 percent discount on the Global Enterprise Blaze</p> <p>16 Advisor plus Global Enterprise Model</p> <p>17 Translator.</p> <p>18 Do I understand that that</p> <p>19 discount wasn't high enough, wasn't what Chubb</p> <p>20 was looking for?</p> <p>21 A At that particular time Chubb</p> <p>22 was not entertaining moving forward with the</p>
<p style="text-align: right;">Page 203</p> <p>1 FICO more?</p> <p>2 A That was my interpretation.</p> <p>3 Q Did Bill respond to this e-mail?</p> <p>4 A Yes, he just said yes, you can</p> <p>5 dial in.</p> <p>6 Q I am handing you what has been</p> <p>7 marked as Exhibit 265.</p> <p>8 (The above described document was</p> <p>9 marked Exhibit 265 for identification as</p> <p>10 of this date.)</p> <p>11 Q Do you recall receiving this</p> <p>12 e-mail?</p> <p>13 A Yes.</p> <p>14 Q The top of the e-mail, it</p> <p>15 mentions the discussion that was to occur the</p> <p>16 morning after this e-mail on the 23rd of March,</p> <p>17 2016.</p> <p>18 Did you have that discussion</p> <p>19 with FICO?</p> <p>20 A Yes.</p> <p>21 Q Do you recall what was discussed</p> <p>22 in that March 23 meeting?</p>	<p style="text-align: right;">Page 205</p> <p>1 Global Enterprise Model Translator.</p> <p>2 Q And why was that, if you recall?</p> <p>3 MR. FLEMING: I object to the</p> <p>4 extent it calls for attorney-client</p> <p>5 communications on privilege grounds.</p> <p>6 A Because of the letters, because</p> <p>7 of the -- of where we were in negotiations, we</p> <p>8 weren't going to be expanding use of any FICO</p> <p>9 products.</p> <p>10 Q So it was because of the</p> <p>11 dispute, not the underlying technology?</p> <p>12 A Correct.</p> <p>13 Q I am handing you what has been</p> <p>14 marked as Exhibit 266.</p> <p>15 (The above described document was</p> <p>16 marked Exhibit 266 for identification, as</p> <p>17 of this date.)</p> <p>18 Q Are you familiar with this</p> <p>19 e-mail and its attachment?</p> <p>20 A I am.</p> <p>21 Q Can you tell me what it is?</p> <p>22 A This is Mike coming back to us</p>

CONFIDENTIAL
TAMRA PAWLOSKI - 01/18/2019

Pages 206..209

<p style="text-align: right;">Page 206</p> <p>1 and saying based upon the note below from Bill,</p> <p>2 this is the best and final offer that FICO will</p> <p>3 put on the table and entertain.</p> <p>4 Q And this offer was rejected,</p> <p>5 correct?</p> <p>6 A Yes.</p> <p>7 Q And why was that?</p> <p>8 MR. FLEMING: Objection to the</p> <p>9 extent it calls for attorney-client</p> <p>10 privileged communications.</p> <p>11 A Because once again, it was not</p> <p>12 what Chubb expected to pay for the license; it</p> <p>13 was too high.</p> <p>14 Q And it was too high based on the</p> <p>15 history between the parties, is that correct?</p> <p>16 A That is correct.</p> <p>17 Q So if you were looking at these</p> <p>18 prices, pretend there had been no relationship</p> <p>19 between the parties, ever, and this was the</p> <p>20 very first negotiation, you wouldn't have had</p> <p>21 the same reaction, correct?</p> <p>22 MR. FLEMING: Objection,</p>	<p style="text-align: right;">Page 208</p> <p>1 that happened afterwards, but I wasn't privy to</p> <p>2 them -- I wasn't on the call.</p> <p>3 I was privy to them, but I was</p> <p>4 not on the calls.</p> <p>5 Q You mentioned you were privy to</p> <p>6 them. What do you recall hearing about those</p> <p>7 discussions?</p> <p>8 A That it was between the CIO and</p> <p>9 somebody at FICO.</p> <p>10 Q Handing you what has been</p> <p>11 marked as Exhibit 2667.</p> <p>12 (The above described document was</p> <p>13 marked Exhibit 267 for identification as</p> <p>14 of this date.)</p> <p>15 Q Do you recall receiving this</p> <p>16 e-mail?</p> <p>17 A Yes.</p> <p>18 Q And did you review the</p> <p>19 attachment to the e-mail?</p> <p>20 A Yes.</p> <p>21 Q Can you explain to me what the</p> <p>22 purpose of this e-mail and its attachment were?</p>
<p style="text-align: right;">Page 207</p> <p>1 hypothetical, calls for speculation,</p> <p>2 incomplete foundation.</p> <p>3 Q No answer? You can answer.</p> <p>4 A Based upon other -- my history,</p> <p>5 and what I've been doing with software</p> <p>6 licensing, and with what we have paid for other</p> <p>7 tools, I would still have a problem with that</p> <p>8 number.</p> <p>9 Q Meaning you thought it was too</p> <p>10 high?</p> <p>11 A Yes.</p> <p>12 Q But in this negotiation you</p> <p>13 thought it was too high because -- because of</p> <p>14 the history between the parties?</p> <p>15 MR. FLEMING: Objection,</p> <p>16 misstates your prior testimony.</p> <p>17 A Because it -- yes, because it</p> <p>18 does -- there is history there.</p> <p>19 Q And Chubb's counter to the offer</p> <p>20 in Exhibit 266 is in Exhibit 263, the March</p> <p>21 25th, 2016 e-mail, correct?</p> <p>22 A No, there were other discussions</p>	<p style="text-align: right;">Page 209</p> <p>1 A So, stated prior, this was the</p> <p>2 document by which there was the ACE</p> <p>3 applications and the Chubb applications.</p> <p>4 And then what was targeted for</p> <p>5 what was called rationalization at the time,</p> <p>6 but what was our end result going to look like.</p> <p>7 Q Meaning what was going to be</p> <p>8 combined at the end of the day with the new</p> <p>9 company?</p> <p>10 A What we were going to continue</p> <p>11 to use; not necessarily the combined, but what</p> <p>12 we were going to utilize.</p> <p>13 Q Then I see under the rating</p> <p>14 rules row, it mentions FICO Blaze Advisor under</p> <p>15 the Chubb column.</p> <p>16 Do you see that as well?</p> <p>17 A I do.</p> <p>18 Q And then what does the</p> <p>19 information in the target column reflect?</p> <p>20 A That means that we hadn't made a</p> <p>21 decision, it was TBD. We were either going to</p> <p>22 be ODM or FICO.</p>

CONFIDENTIAL
TAMRA PAWLOSKI - 01/18/2019

Pages 234..237

<p style="text-align: right;">Page 234</p> <p>1 believe.</p> <p>2 I don't recall who the -- one of</p> <p>3 the salesmen.</p> <p>4 Q Is it Russ Schreiber?</p> <p>5 A Yes.</p> <p>6 Q Did you have any discussions</p> <p>7 with Russ Schreiber as to whether use of Blaze</p> <p>8 by Chubb in the United Kingdom was permissible</p> <p>9 under the agreement?</p> <p>10 A No, because I wouldn't have</p> <p>11 thought they would send consultants there if it</p> <p>12 was not permissible.</p> <p>13 Q So if you just walk through the</p> <p>14 process of why there was a statement of work</p> <p>15 and how that was proposed, just the timeline.</p> <p>16 A So, what will happen is we will</p> <p>17 get a request from the business asking us if --</p> <p>18 to put together the SOW.</p> <p>19 I would contact FICO to arrange</p> <p>20 that, and it is practice at Chubb that the</p> <p>21 business also contacts FICO to go over what</p> <p>22 their requirements are so the two of them can</p>	<p style="text-align: right;">Page 236</p> <p>1 wanted to make sure that we were putting FICO</p> <p>2 in correctly, so, the assessment and</p> <p>3 installation.</p> <p>4 Q And what was your understanding</p> <p>5 as to what they installed?</p> <p>6 A It was clear that was -- it was</p> <p>7 the Blaze Advisor product.</p> <p>8 Q Where was it installed?</p> <p>9 A In the U.K. data center on, I</p> <p>10 believe our mainframe in the U.K.</p> <p>11 Q At any point during that process</p> <p>12 did anybody from FICO suggest that the use or</p> <p>13 installation of Blaze in the United Kingdom was</p> <p>14 outside the scope of the sales force license</p> <p>15 agreement?</p> <p>16 A No.</p> <p>17 MR. FLEMING: Okay, I have no</p> <p>18 further questions.</p> <p>19</p> <p>20 CONTINUED EXAMINATION BY</p> <p>21 MS. KLIEBENSTEIN:</p> <p>22</p>
<p style="text-align: right;">Page 235</p> <p>1 agree.</p> <p>2 I'm on some of those calls and</p> <p>3 not on some of those calls.</p> <p>4 Then what we do is we take what</p> <p>5 has been agreed and put it into a statement of</p> <p>6 work and ensure that statement of work is</p> <p>7 correct, including what's going to be delivered</p> <p>8 and the deliverables, and from there it gets</p> <p>9 signed.</p> <p>10 Q And then what happens next?</p> <p>11 A Then the SOW goes to the</p> <p>12 business partner for them to work on, so they</p> <p>13 contact FICO and the consultants go to wherever</p> <p>14 they need to go.</p> <p>15 Q And did you understand that two</p> <p>16 FICO representatives went to London?</p> <p>17 A Yes, that was outlined in the</p> <p>18 SOW.</p> <p>19 Q And what was your understanding</p> <p>20 of what did they do in London?</p> <p>21 A They were the architects that</p> <p>22 helped with the assessment, and then also we</p>	<p style="text-align: right;">Page 237</p> <p>1 Q So the event you were just</p> <p>2 talking about, when did this occur?</p> <p>3 A 2011, yes, 2011 or 2012; I</p> <p>4 believe it was 2011.</p> <p>5 Q Were you in the United</p> <p>6 Kingdom --</p> <p>7 A No.</p> <p>8 Q -- when the work was being done?</p> <p>9 A No.</p> <p>10 Q So when you are talking about</p> <p>11 the installation and the assessment, you</p> <p>12 weren't personally there?</p> <p>13 A No, that was managed by the</p> <p>14 business.</p> <p>15 Q And how did you come across that</p> <p>16 knowledge?</p> <p>17 A In the statement of work that</p> <p>18 was signed off by two -- by both companies as</p> <p>19 to what was going to be delivered, and then</p> <p>20 before payment, I validated that it happened.</p> <p>21 Q So these were tasks that were</p> <p>22 outlined in the statement of work?</p>

CONFIDENTIAL
TAMRA PAWLOSKI - 01/18/2019

Pages 238..241

<p style="text-align: right;">Page 238</p> <p>1 A Correct.</p> <p>2 Q A written statement of work?</p> <p>3 A Yes.</p> <p>4 Q Do you know if that statement of</p> <p>5 work has been produced in this lawsuit?</p> <p>6 A I don't know.</p> <p>7 I know it wasn't one of the ones</p> <p>8 that you have shown me.</p> <p>9 Q Did anyone from Chubb & Sons</p> <p>10 check with legal to make sure that what was</p> <p>11 going to happen -- well, was the SOW Chubb &</p> <p>12 Sons' standard SOW?</p> <p>13 A It was.</p> <p>14 Q So it wouldn't have gone to</p> <p>15 Chubb & Sons' legal?</p> <p>16 A That's correct.</p> <p>17 Q Do you know whether it went</p> <p>18 through FICO's legal department?</p> <p>19 A I do not know.</p> <p>20 Q Do you know if Mr. Schreiber</p> <p>21 checked with FICO legal?</p> <p>22 A I do not, no.</p>	<p style="text-align: right;">Page 240</p> <p>1 involve?</p> <p>2 A This one was a CPI print</p> <p>3 application.</p> <p>4 Q That's the name for it?</p> <p>5 A Yes, I believe that was -- I</p> <p>6 knew it had to do something with print.</p> <p>7 Q Do you know one way or the other</p> <p>8 whether Blaze Advisor was installed on servers</p> <p>9 in the United Kingdom pursuant to this</p> <p>10 statement of work?</p> <p>11 A Yes.</p> <p>12 Yes, it was installed, because</p> <p>13 they gave me validation when we were paying the</p> <p>14 invoice.</p> <p>15 Q What was that validation?</p> <p>16 A That the deliverables outlined</p> <p>17 in that SOW were completed.</p> <p>18 Q Who gave that you validation?</p> <p>19 A The project manager.</p> <p>20 Q And who is the project manager?</p> <p>21 A I don't remember.</p> <p>22 MS. KLIEBENSTEIN: All right, I</p>
<p style="text-align: right;">Page 239</p> <p>1 Q You mentioned briefly you don't</p> <p>2 recall any discussions with respect to this</p> <p>3 statement of work as to whether it was okay</p> <p>4 under the agreement, correct?</p> <p>5 A Yeah, I don't recall.</p> <p>6 Q But there weren't -- you don't</p> <p>7 recall discussions one way or the other,</p> <p>8 whether this was or was not okay?</p> <p>9 A That's correct, I don't recall.</p> <p>10 Q And so what was your role with</p> <p>11 respect to this statement of work?</p> <p>12 A I helped to draft it on to the</p> <p>13 template and work it through the process that</p> <p>14 we have outlined, that I have outlined a couple</p> <p>15 of times already.</p> <p>16 So, getting it through to</p> <p>17 signature, making sure everybody was agreed</p> <p>18 with what the business terms were in the SOW,</p> <p>19 agree with the pricing, and got a final</p> <p>20 signature approval for it.</p> <p>21 Q And what application -- what</p> <p>22 software application did the statement of work</p>	<p style="text-align: right;">Page 241</p> <p>1 don't have any further questions.</p> <p>2 MR. FLEMING: Nothing further.</p> <p>3 We will read and sign.</p> <p>4 THE VIDEOGRAPHER: The time is</p> <p>5 3:58 p.m. and we are going off the</p> <p>6 record.</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p>